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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

JENNIFER ARREOLA, individually,

Plaintiff,

vs.

C.R. ENGLAND, INC.; JOVON BYRDE,  
individually; WALMART INC.; and DOES 1  
to 100, ROE CORPORATIONS 1 to 100,  
inclusive,

Defendants.

Case No.: 2:23-cv-00742-JAD-NJK

**STIPULATION AND ORDER TO  
DISMISS WALMART INC. ONLY  
WITHOUT PREJUDICE AND TO  
AMEND CAPTION**

ECF No. 11

IT IS HEREBY STIPULATED AND AGREED to by and between Plaintiff JENNIFER ARREOLA (hereinafter "Plaintiff") and Defendants C.R. ENGLAND, INC., JOVON BYRDE, and WALMART INC. (hereinafter collectively referred to as "Defendants"), by and through their respective counsel of record, as follows:

1. Defendant C.R. ENGLAND INC. represents that C.R. ENGLAND, INC. is the only correct legal entity as it relates to the claims asserted against C.R. ENGLAND, INC., and that there are no other affiliated entities (parent companies, subsidiaries, sister companies,



1 etc.) who may bear any liability for Plaintiff's claimed damages as described more fully  
2 in her Complaint.

3 2. Defendant C.R. ENGLAND INC. further represents that Defendant JOVON BYRDE was  
4 employed by Defendant C.R. ENGLAND, INC. at all times relevant to this matter.

5 3. Defendants further represent that neither WALMART INC., nor any of its affiliates (parent  
6 companies, subsidiaries, sister companies, etc.) are correct or necessary parties in this  
7 matter, as it does not have any liability or responsibility for the subject collision nor  
8 Plaintiff's alleged claims or damages arising therefrom, including, but not limited to, those  
9 claims concerning employment and/or agency of Defendant JOVON BYRDE, such as  
10 respondeat superior, negligent hiring, training, supervision and retention, and that its  
11 dismissal will not jeopardize Plaintiff's ability to establish coverage under any applicable  
12 insurance policies that may cover Plaintiff's subject claims as it relates to Defendants.  
13 Therefore, Defendants C.R. ENGLAND, INC. and JOVON BYRDE represent that they  
14 will not assert that WALMART INC., nor any of its affiliates (parent companies,  
15 subsidiaries, sister companies, etc.) are responsible for any of the claims or damages  
16 asserted in this matter.  
17

18 4. IT IS HEREBY STIPULATED AND AGREED based on the foregoing representations  
19 that WALMART INC. shall be dismissed without prejudice from the above-entitled  
20 matter, leaving Defendants C.R. ENGLAND, INC. and JOVON BYRDE as the only  
21 remaining defendants in this matter.  
22

23 5. IT IS HEREBY FURTHER STIPULATED AND AGREED that this dismissal shall have  
24 no effect on Plaintiff's pursuit of her claims C.R. ENGLAND, INC. and JOVON BYRDE,  
25  
26  
27  
28



1 and will not jeopardize Plaintiff's ability to establish coverage under any applicable  
2 insurance policies that may cover Plaintiff's subject claims as it relates to Defendants.

3 6. IT IS HEREBY FURTHER STIPULATED AND AGREED that, should discovery reveal  
4 that WALMART INC. is somehow liable for the subject collision and/or Plaintiff's alleged  
5 damages or claims arising therefrom, including claims concerning employment and/or  
6 agency of Defendant JOVON BYRDE, Plaintiff may amend the Complaint to include  
7 WALMART INC. back into this lawsuit, and any such amendment shall relate back to the  
8 filing of the original Complaint for all purposes, including the statute of limitations.  
9

10 7. IT IS HEREBY FURTHER STIPULATED AND AGREED that every reference in the  
11 body of the Complaint to WALMART INC. will be understood to be and interpreted as a  
12 reference to C.R. ENGLAND, INC. except for paragraphs 4 and 10.  
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14 8. IT IS HEREBY FURTHER STIPULATED AND AGREED that Plaintiff will not be  
15 required to file an Amended Complaint or re-serve the Complaint.  
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9. IS HEREBY FURTHER STIPULATED AND AGREED that the caption in this matter will be amended as set forth in *Exhibit 1*, which is attached hereto and incorporated herein by this reference.

DATED this 22<sup>nd</sup> day of May, 2023.

NAQVI INJURY LAW

/s/ Paul G. Albright

PAUL G. ALBRIGHT

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Las Vegas, Nevada 89147

*Attorney for Plaintiff*

DATED this 22<sup>nd</sup> day of May, 2023.

THORNDAL ARMSTRONG, PC

/s/ Bruce S. Dickinson

BRUCE S. DICKINSON, ESQ.

Nevada Bar No. 2297

1100 E. Bridger Ave.

Las Vegas, Nevada 89101

*Attorney for Defendant Walmart Inc.*

DATED this 22<sup>nd</sup> day of May, 2023.

WILSON ELSEER MOSKOWITZ

EDELMAN & DICKER LLP

/s/ Michael P. Lowry

MICHAEL P. LOWRY

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300 S. Fourth Street, 11<sup>th</sup> Floor

Las Vegas, Nevada 89101

*Attorney for Defendants*

*C.R. England, Inc. and Jovon Byrde*

**IT IS SO ORDERED.** Plaintiff's claims against Walmart Inc. are DISMISSED without prejudice, each side to bear its own fees and costs.

  
UNITED STATES DISTRICT COURT JUDGE

5/25/23

Respectfully Submitted by:

NAQVI INJURY LAW

/s/ Paul G. Albright

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